

SCHEDULE E

ESTATE TAKEN:

For Tract Nos. 126 Fee and 127 Fee: The fee simple title to the land described in Schedule C, Tract Nos. 126 Fee and 127 Fee, subject, however, to (1) existing easements and improvements for roads, utilities, and rights of way belonging to the City of Chesapeake, Virginia; (2) any other existing easements for public roads, highways, utilities, and rights-of-way, and (3) the declaration of easement, covenants and restrictions recorded in book 2483 page 187, except that the United States, its representatives, agents, and contractors may perform any work necessary and incident to the construction of the Atlantic Intracoastal Waterway Bridge Replacement, Deep Creek, Chesapeake, Virginia, including erecting temporary fences, barriers or other obstructions.

For Tract Nos. 126E-1 and 127E-1: A perpetual and assignable easement and right-of-way in, over and across the land described in Schedule C, Tract Nos. 126E-1 and 127E-1 to construct, maintain, repair, operate, patrol and replace a drainage ditch; subject, however, to existing easements of record for public roads and highways, utilities, and rights-of-way.

For Tract Nos. 126E-2 and 127E-2: A temporary easement and right-of-way in, on, over, and across the land described in Schedule C, Tract Nos. 126E-2 and 127E-2 for a period of five (5) years, beginning with the date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a temporary work area, including the right to move, store, deposit, and remove fill, spoil, and waste materials; to move, store, and remove equipment and supplies and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Atlantic Intracoastal Waterway Bridge Replacement, Deep Creek, Chesapeake, Virginia, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation,

structures, or obstacles within the limits of the right-of-way; and together with the right to restore the work area to good condition after construction is complete; subject, however, to existing easements and improvements for roads, utilities, and rights of way belonging to the City of Chesapeake, Virginia. All such rights are subject to the condition that access to the Crossings at Deep Creek Shopping Center, its existing parking areas, and all businesses contained therein will be available by at least one entrance at all times during construction.